Supreme Court, U.S.
FILED
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No. 05-570

In The

Supreme Court of the United States

FELIX PERNETT,

Petitioner,

v.

AMERICAN AIRLINES, INC.,

Respondent.

On Petition For A Writ Of Certiorari To The United States Court Of Appeals For The Eleventh Circuit

PETITION FOR WRIT OF CERTIORARI

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QUESTIONS PRESENTED

After thirty (30) years of loyal service to the Respondent airline company, why was Petitioner arbitrarily stripped of 90% of his seniority status due to his geography of working at Miami station as opposed to the St. Louis station which personnel retained 100% of their seniority status?

What is the recourse for a unilateral, unfair decision by the airline arbitrator who caused a station (Miami) to retain only 10% of its seniority while another station (St. Louis) retained 100%?

What can be done to make Petitioner "whole" if the airline arbitrator was bribed to influence his decision and the arbitration decision was corrupt and fraudulent?

Due to human nature, if the *pro se* Petitioner mistakenly failed to assert the claim of fraud, corruption, and bribery – can Petitioner assert these claims instead of the claims being waived?

After American Airlines took over T.W.A., Mr. Kasher's decision granted T.W.A. employees 100% seniority rights in St. Louis only. After a period of time American Airlines decided within their own rights to eliminate 90% of their flight activities in St. Louis. Why then did American Airlines decide to deny T.W.A. former employees the right to be displaced in the system with their seniority rights? Is the decision of Mr. Kasher based on justice?

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OPINION BELOW

I entered an appeal with the UNITED STATES COURT OF APPEALS for the Eleventh Circuit on August 30, 2004 and was issued an incorrect final decision on March 21, 2005.

BASIS OF JURISDICTION IN THIS COURT

I entered an appeal with the UNITED STATES COURT OF APPEALS for the Eleventh Circuit on August 30, 2004 and was issued an incorrect final decision on March 21, 2005.

I was granted an extension of time to file the instant Petition on August 19, 2005 until and including September 16, 2005 which was done but returned to me by the Office of the Clerk with directions to resubmit with a proper 'Basis of Jurisdiction in this Court and other' section. I was given no further assistance. Jurisdiction is invoked under 28 U.S.C. § 1254(1).

CONSTITUTIONAL PROVISION INVOLVED

Under the United States Constitution, I am guaranteed equal protection of the laws by the Fourteenth Amendment. The Fourteenth Amendment further entitles me to my due process rights and opportunity to be heard.

Also, as a United States Citizen, I am *sui juris* and free to travel anywhere in this Country. As this case is based upon a United States Court of Appeals for the Eleventh Circuit decision which is being appealed based on a denial of a fundamental, unalienable right to travel,

the bias and discrimination at issue in this case should be visited *de novo* and judicially determined by this Honorable Court.

STATEMENT OF THE CASE

For the past thirty (30) years, Petitioner, Felix Pernett, has been dedicating his life and efforts to the airline company now called American Airlines. In or about 2001, American Airlines acquired T.W.A. which was one of the best airline companies at the moment.

This case arises in the context of American's acquisition of T.W.A. assets following an agreement for the integration of seniority credit in a "fair" and "equitable" manner in order to facilitate the establishment of a single transportation system.

Based on the fact that BRIBERY is still an unresolved issue in this case, the pleading for Re-Hearing EN BANC has not yet been granted making it impossible to present Petitioner's evidence. 'I am unable to understand why neither of the Courts in which I have presented my case has been able to realize how the operations of American Airlines is simply taking care of a specific group of employees and not for all the American Airlines Staff.'

Once American Airlines took over T.W.A., a verbal promise was made that 'YOU WILL MAINTAIN THE SAME RIGHTS AND BENEFITS' – a promise that has not been achieved ever. There is no doubt that there is specific interest from particular groups having power of decisions and manipulating the situations of a minority group.

The two companies decided to name a mediator to hear the issue of employee benefits. The job of the mediator was to help reach middle ground under the Railway Labor Act. In essence, mediator Mr. Kasher gave a binding decision in favor of American Airlines and against former T.W.A. employees.

American's acquisition of T.W.A. assets followed an agreement for the integrations of seniority credit in order to establish justice on employee's rights and benefits. American Airlines and the union created a committee of a no neutral arbitrator which did not adjust the disagreements about the allocations of seniority rights.

Petitioner's layoff in February, 2003 has been one of the most important motivations for him to reverse the decision of the arbitrator regarding the seniority date assigned by the arbitrator. Petitioner, proceeding *pro se*, filed a law suit on December 10th, 2003 naming as Defendants American Airlines; James C. Little; and Richard Kasher. Petitioner works in Miami International Airport. Little is an officer to the Transport Worker Union (TWU). Kasher is the arbitrator jointly appointed by American and the TWU.

The decision of Mr. Kasher and its consequences certainly show, with no doubt, that American Airlines was the only beneficiary in this agreement, leading to the only conclusion that there was a misconduct and bribery from that Company. Because fraud can be described as deceit or trickery deliberately practiced in order to gain an advantage over someone dishonestly, I can assure that this situation is one that placed me and many other employees from T.W.A. on the edge of frustration.

American Airlines files an answer to dismiss Petitioner's complaint basically for two reasons: 1. Petitioner failed to perfect service of initial process on American Airlines and 2. Defendant considered that Petitioner's 30 years of dedicated work, well earning seniority rights and other benefits, his layoff for more than 7 months and other unfairness facts, must be considered as a 'Minor Dispute'.

On April 13th, 2005 Petitioner filed his appeal in the United States Court of Appeals for the Eleventh Circuit, based on the fact that Petitioner assures that BRIBERY is still an unresolved issue in this case. His pleading for Re-Hearing EN BANC has yet not been granted making it impossible to present Petitioner's evidence.

On March 21st, 2005 the Court of Appeals for the Eleventh Circuit found that Petitioner's complaint is in essence the disagreement with the consequences of the seniority system. On appeal Petitioner argues that the District Court entered a wrong decision about dismissing his case complaint when Petitioner's priority is to protect his constitutional, civil and human rights, as well as his rights as a worker.

The Court of Appeals gives a glimpse of Glory on the Petitioner's effort to have justice. This Honorable Court stated in its decision, "Although most of Pernett's claims challenging Kasher's decision on the seniority of former T.W.A. employees are not within the limited scope of judicial review, Pernett's claims that American bribed the arbitrator, Kasher, is cognizable as a claim of fraud or corruption, which would permit the court to review the Board's order." So far Petitioner has not had the chance to raise the bribery claim until now.

REASONS FOR GRANTING THE PETITION

POINT I – AFTER THIRTY (30) YEARS OF LOYAL SERVICE TO THE RESPONDENT AIRLINE COMPANY, PETITIONER WAS ARBITRARILY STRIPPED OF 90% OF HIS SENIORITY STATUS DUE TO HIS GEOGRAPHY OF WORKING AT MIAMI STATION AS OPPOSED TO THE ST. LOUIS STATION WHICH PERSONNEL RETAINED 100% OF THEIR SENIORITY STATUS

The point of the binding arbitration provision and the reason of a neutral arbitrator is to hear both sides. After the acquisition of T.W.A. by Respondent American Airlines, the decision made by arbitrator Kasher on the seniority of former T.W.A. employees was corrupt, unfair, and totally arbitrary. His unilateral decision was to find that Former T.W.A. employees working at the Miami, FL station were to receive only 10% of their seniority benefits in direct contravention to the St. Louis, MO station who were adjudicated to receive 100% of their seniority benefits.

POINT II – THE RECOURSE FOR A UNILATERAL, UNFAIR DECISION BY THE AIRLINE ARBITRATOR WHO CAUSED A STATION (MIAMI) TO RETAIN ONLY 10% OF ITS SENIORITY WHILE ANOTHER STATION (ST. LOUIS) RETAINED 100% IS THE DIFFERENCE IN SENIORITY BETWEEN 100% AND THE 10% GIVEN.

Acting as a Court of Law and Equity, this Honorable Court should award to the Former T.W.A. workers of the Miami station the difference in their seniority rights

between the 100% which should have been and the 10% actually given.

POINT III– TO MAKE PETITIONER "WHOLE" IF THE AIRLINE ARBITRATOR WAS BRIBED TO INFLUENCE HIS DECISION AND THE ARBITRATION DECISION WAS CORRUPT AND FRAUDULENT, THE DECISION SHOULD BE REVOKED AND REMANDED TO GIVE THE DIFFERENCE IN SENIORITY BETWEEN 100% AND THE 10% GIVEN.

While most of Petitioner's claims challenging arbitrator Kasher's decision on the seniority of former T.W.A. employees are not within the limited scope of judicial review, Petitioner's claims that American bribed the arbitrator is totally actionable as a claim of fraud or corruption, which would permit this Court to review the Board's Order. Again, this Honorable Court should award to the Former T.W.A. workers of the M ni station the difference in their seniority rights between the 100% which should have been and the 10% actually given. See *Pyles v. United Air Lines*, 79 F.3d 1046, 1049 (11th Cir. 1996) and *Union Pac.R. Co. v. Sheehan*, 439 U.S. 89 (1978).

As Felix Pernett was transferred down to the Miami office and this very transfer or traveling is the basis for Felix Pernett's loss of his seniority rights, his constitutional right to travel and transfer by the company should not form a basis for the company to deny Felix Pernett 100% of his seniority rights.